

**IN THE UNITED STATES DISTRICT COURT FOR
THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

AUTO-OWNERS INSURANCE
COMPANY,

PLAINTIFF,

VS.

SUNSHINE CAMPING CENTER, INC.,
UNION PLANTERS BANK, N.A., and/or
UNION PLANTERS BANK, N.A., n/k/a
REGIONS BANK, N.A.,

DEFENDANTS.

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CIVIL ACTION NO. 1:05cv1024-T

ANSWER

Comes now the Defendant, *Sunshine Camping Center, Inc.*, and for answer to the Complaint heretofore filed says as follows

1. It neither admits nor denies the allegations of Paragraph 1 as it does not have sufficient information to do so.
2. It admits the allegations of Paragraph 2.
3. It admits that Union Planters Bank is the Plaintiff in that certain civil action styled Union Planters Bank, N.A. vs. Sunshine Camping Center, Inc., et als, Case No. CV-04-251-M, pending in the Circuit Court of Dale County, Alabama. It neither admits nor denies the remainder of the allegations of Paragraph 3 as it does not have sufficient information to do so.
4. The Defendant, *Sunshine Camping Center, Inc.*, admits the allegations of Paragraph 4.

COUNT I

5. The Defendant, *Sunshine Camping Center, Inc.*, answers these allegations the same as it answered Paragraphs 1, 2, 3 and 4.
6. The Defendant admits that Exhibit "1" is a specimen policy of the policy of insurance issued to the Defendant.

7. The Defendant admits that Exhibit "2" is a copy of the Complaint that Union Planters Bank, N.A. has filed in the Circuit Court of Dale County, Alabama, against the Defendant.
8. To the extent that the Plaintiff claims that the Auto-Owners policies of insurance do not provide or allow for coverage or benefits for the allegations of the lawsuit described in Paragraph 7, such allegations are denied.
9. The Defendant denies the allegations of Paragraph 9.
10. The Defendant admits the allegations of Paragraph 10.
11. The Defendant admits the allegations of Paragraph 11.
12. The Defendant denies the allegations of Paragraph 12.

FIRST DEFENSE

The Complaint and each count thereof separately and severally fails to state a claim upon which relief may be granted.

SECOND DEFENSE

The Plaintiff's claims are barred by one or more of the doctrines of waiver, estoppel, laches or unclean hands.

THIRD DEFENSE

The Plaintiff has failed to bring its claims within the time prescribed by law.

FOURTH DEFENSE

The Defendant pleads the terms and conditions of all the relevant insurance policies issued by Auto-Owners to the Defendant.

FIFTH DEFENSE

The Defendant reserves the right to supplement or amend this Answer as additional defenses become known to it.

Respectfully submitted this 22nd day of December, 2005.

/s/ Robert H. Brogden

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CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2005, the foregoing was electronically filed with the Clerk of the Court of the Middle District of Alabama using the CM/ECF system which will send notification of such filing and/or that a copy of the foregoing has been served by United States Mail, properly addressed and postage prepaid to the following:

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/s/ Robert H. Brogden

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